



**REQUEST FOR PROPOSAL**

to provide

**ON-CALL ENVIRONMENTAL CONSULTING SERVICES**

for the

**CITY OF CALIMESA PLANNING DEPARTMENT**

**Addendum #1**

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**I. EVENTS CALENDAR**

Distribution of RFP.....	October 25, 2018
Last date for Inquiry Submission .....	November 8, 2018
Latest date for an Addendum (if any) .....	November 12, 2018
Closing Date for RFP.....	November 26, 2018
Notification of Short List Selection.....	TBD
Notification of Final Selection.....	TBD

## **II. INTRODUCTION**

The City of Calimesa Planning Department (CITY) is seeking proposals from qualified consulting professionals (CONSULTANT) to provide On-call Environmental Services for applicant-driven and City-driven entitlement projects throughout Calimesa. The selected firms will assist the CITY with entitlement projects including but not limited to: preparation of environmental studies and documents to comply with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the National Pollutant Discharge Elimination System (NPDES). All work will be prepared in accordance with CITY practices, regulations, policies, procedures, manuals, and standards, as appropriate.

The CITY is seeking to award On-call Environmental Consultant contract(s) to “full service” firms that can provide as many of the services listed in section VI. Scope of Work as possible. Proposals covering a single area of expertise will ONLY be accepted for Cultural Studies.

The CITY may elect to have the individual work assignments performed by CONSULTANT at CITY Facilities or at the office of the selected CONSULTANT.

Work performed at the CITY may be as an extension of staff to the Planning Department or other departments. Work performed will be provided on a time and material basis with assignments and direction provided by CITY staff.

Work performed at the CONSULTANT’S office may be performed on a time and materials basis or may be performed under a defined budget negotiated between CITY and CONSULTANT.

## **III. INQUIRIES**

All inquiries and responses to the Request for Proposals (RFP) should be submitted to:

City of Calimesa Planning Department  
Kelly Lucia, Planning Manager  
908 Park Avenue  
Calimesa, CA 92320

Prospective consulting firms are encouraged to promptly notify the CITY of any apparent inconsistencies, problems, ambiguities in the RFP. Consultants may only submit questions via e-mail to Kelly Lucia, Planning Manager, at [klucia@cityofcalimesa.net](mailto:klucia@cityofcalimesa.net) no later than the date identified in the event calendar of this RFP. All inquiries shall be made only through this email address; telephone calls will not be accepted. If deemed necessary, the CITY may call for a pre-proposal meeting to discuss issues raised.

All notices, clarifications, and addenda to this RFP will be posted on the CITY webpage <http://www.cityofcalimesa.net/rfpsbids.htm>. Please monitor the website for all information regarding this RFP. The CITY will not be sending individual notifications of changes or updates. It is the sole responsibility of the prospective consultants to remain apprised of changes to the RFP.

#### IV. SUBMISSIONS

Proposals must not be more than **20 single-sided pages** in length including the cover letter (not counting the front and back covers of the proposal and the dividers that contain no information) and shall include:

1. A cover letter, signed by an authorized representative of the prospective consulting firm, shall include the name, address, telephone number, e-mail address for future contact.
2. Name of the Environmental Project Manager who will be overseeing the on-call work.
3. List of key personnel to be assigned to these services and a résumé of qualifications for each, including sub-consultants to be used. An organizational chart shall be provided, including every person whose résumé is submitted, and shall clearly show the function which each person will be expected to fulfill.
4. List recently performed (dates required) relevant projects that clearly and accurately demonstrate the past performances and the abilities of the proposed team. Include a key client contact person with their current phone number and email address.
5. A project flowchart depicting key task activities and sequences for a typical project development process for a CITY project. This flowchart is the only item that can be presented on an 11"x17" sheet.
6. The proposal shall be prepared in a spiral bound, 8.5"x11" booklet format, using 11-point Arial font with single spacing.
7. Five (5) copies of the proposals as well as a CD containing an electronic copy in PDF format shall be submitted for review by the selection committee.
8. The proposal must arrive at the City of Calimesa Planning Department located at 908 Park Avenue, Calimesa, CA 92320 before 5:00 p.m. on the closing date listed to be considered for this selection process. Proposals should be sent by registered mail, certified mail, overnight courier, or by hand delivery. Incomplete submittals and/or submittals received after the deadline will be rejected without review.

CONSULTANTS are encouraged to promptly notify the CITY in writing, of any apparent major inconsistencies, problems or ambiguities in the Scope of Services. If deemed necessary, the CITY shall call for a meeting to discuss the issues raised by any one firm.

NOTE: The shortlisted firms are required to submit a sealed cost proposal at the time of the interview. The cost proposal shall consist of a listing of proposed billing rates for various proposed job classifications and the analytical methodology used to develop the proposed billing rates.

## V. GENERAL INFORMATION

### Selection Process

CONSULTANTS interested in being considered must submit proposals in compliance with this RFP. Based on the evaluation of submitted proposals, a short list of the top ranked/qualified CONSULTANTS will be established. It is anticipated that evaluations will be conducted by representatives from the CITY OF CALIMESA PLANNING DEPARTMENT. The content of the RFP and successful CONSULTANT'S proposal will become an integral part of the contract. If for any reason a contract cannot be negotiated, the next ranked CONSULTANT will be selected from the ranking list.

It is the intent of the CITY to select and contract with two or more firms for these services. The contract with each consultant will provide a defined yearly budget to be drawn against as services are requested and performed. It is anticipated that the term of each contract will be for three (3) years with a CITY option for two (2), one-year extensions. The CITY will assign work to any of the consultants as is deemed necessary and appropriate by the CITY. The CITY reserves the right to contract with additional consultants. Proposals failing to demonstrate credible firm and key staff experience with CEQA, NEPA, WRC-MSHCP and relevant regulatory agencies shall be given no consideration.

CONSULTANTS will be evaluated based on their area of expertise in the categories identified within section VI. Scope of Work. The basis for selection of prospective CONSULTANTS shall include experience and availability of the Environmental Project Manager and other key personnel to be assigned; understanding of work to be performed and proposed project approach; demonstrated competence in the technical services to be provided and familiarity with CEQA, NEPA, AND WRC-MSHCP procedures; demonstrated competence in successful management and completion of environmentally sensitive projects involving CEQA, NEPA, WRC-MSHCP and relevant regulatory agencies within the past 5 years.

The selected CONSULTANTS should note that individual environmental projects may still be contracted out through a separate request for proposal process if deemed to be in the best interest of the CITY.

### Distribution of RFP & Amendments

This RFP is posted on the CITY'S PLANNING DEPARTMENT website only at the following address:

<http://www.cityofcalimesa.net/rfpsbids.htm>

Consultants wishing to propose in response to this RFP must obtain this document from the CITY website. Due to the fact that anyone can download the RFP and the CITY has no method for tracking the distribution of this RFP, the CITY is requesting that prospective consultants email their contact information to Kelly Lucia, Planning Manager at [klucia@cityofcalimesa.net](mailto:klucia@cityofcalimesa.net).

Consultants planning to submit a proposal in response to this RFP are required to carefully review the attached Draft Environmental Services Contract (Contract) to understand all the terms and conditions. The terms and conditions of the Contract shall not be altered. Any inquiries for clarification of any provisions shall be submitted to Kelly Lucia via email, no later than the close of business on November 8, 2018. CITY shall post the responses to the inquiries within one week of the said date on its website. Consultants submitting a proposal shall be considered in agreement with the terms and conditions of the Contract and CITY shall only engage in negotiations with the selected consultants with respect to the scope and fee.

The CITY will post any addendums to the RFP on the above referenced website. The CITY will also post any addendums prior to the Latest date for an Addendum identified in section I. EVENTS CALENDAR. Consultants planning to submit a proposal are required to refer to the website after the deadline for addendums to verify they have received all addendums issued for this RFP.

#### **ADDENDUM #1:**

**Consultants that wish to be considered for CITY projects that receive Federal and State funds will be required to submit the appropriate DBE documentation at a later date on a task order basis.**

**Please note: Consultants *are not* required to submit the below Federal Funding Requirements/DBE documentation as a component of this RFP.**

#### *Federal Funding Requirements/DBE Policy*

*Contract awards on CITY projects that are funded using Federal and State funds must comply with FHWA and Caltrans requirements. Projects may be funded in part by the FHWA and subject to the requirements of that funding agency. The Consultants' attention is directed to the requirements included in the attached Exhibit 10-I: "Notice to Proposers DBE Information" of the Caltrans Local Assistance Procedures Manual (LAPM), Chapter 10- "Consultant Selection." These requirements shall be considered as included in the professional services contract to be executed between the CITY and the Consultant.*

*The Consultant shall comply with all requirements of Federal law and State procedures with respect to the Disadvantaged Business Enterprise Program, as specified herein and as directed by the CITY.*

*The following exhibits of Caltrans' LAPM shall be completed and submitted **if and as required** and shall be considered as part of the executed contract between the CITY and the successful Consultant. It is the responsibility of the consultants to use the current version of the exhibits at the time of proposal submittal and the sealed cost proposal submittal. As a minimum, the following exhibits are required:*

#### *Proposal Package:*

- *Exhibit 10-O1 "Consultant Proposal DBE Commitment"*
- *Exhibit 10-O2 "Consultant Contract DBE Information"*

- *Exhibit 15-H “DBE Information - Good Faith Efforts”*

*Cost Proposal:*

- *Exhibit 10-F “Certification of Consultant, Commissions and Fees”*
- *Exhibit 10-K “Consultant Certification of Costs and Financial Management System”*
- *Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”*
- *Exhibit 10-Q “Disclosure of Lobbying Activities”*

*The consultant shall provide all required documents listed in the Exhibit 10-A “A&E Consultant Audit Request Letter and Checklist” for a Pre-award Audit. The agreements between the prime consultant and the sub-consultants will follow Exhibit 10-J “Standard Contract Provisions for Sub-consultant/DBE Participation.” Following the completion of the environmental services, the Exhibit 17-F “Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First Tier Subcontractors” shall be completed by the consultant and submitted to the CITY for awards **on a task order basis**.*

#### City Minority/Women/Disabled Veterans Business Enterprise Policy

The City of Calimesa’s M/W/DVBE Contract Participation Program affirms the utilization and participation of qualified minority, women, and disabled veteran firms in its contracting and procurement activities. The CITY encourages general and prime contractors to afford competitive subcontracting opportunities to minority, women, and disabled veteran firms, where possible, in their contracting and procurement activities.

#### Work Performed by City Personnel

CITY reserves the right to perform any portion of this scope of work with CITY forces, if resources are available. For the purpose of this proposal, the Consultant is required to assume that no CITY staff will be available to perform any portion of the scope of work described in this RFP.

#### Americans with Disabilities Act (ADA) Note

In accordance with the Americans with Disability Act (ADA), this document is available in alternate formats upon request.

#### Acceptance or Rejection of Proposals

The CITY reserves the right to evaluate proposals and award or reject contracts, in whole or in part, as it deems in its best interest.

## VI. SCOPE OF WORK

The scope of work for this RFP is to provide environmental services to the CITY for entitlement projects and/or operations throughout the City of Calimesa. The focus of the contract(s) will be on firms that can provide as many of the services listed below as possible, “full service” firms. Proposals covering a single area of expertise will ONLY be accepted for item #3. Cultural.

- 1) General Environmental
  - a) Preparation of CEQA/NEPA documents including Categorical Exemptions/Exclusions; Initial Study/Environmental Assessments; Preliminary Environmental Assessments and Studies, Addendums, Revalidations, Environmental Impact Reports, Environmental Impact Statements, and combinations of above
- 2) Biological
  - a) General Biological – including habitat assessments
  - b) Focused Surveys
  - c) MSHCP Surveys and Compliance
  - d) Wetlands and Jurisdictional Waters Delineations
  - e) Natural Environmental Studies
  - f) Biological Assessments/ State and Federal Endangered Species Act Compliance
  - g) Mitigation Plans
    - i) Preparation of Habitat Mitigation and Monitoring Plan
    - ii) Mitigation site development meeting regulatory permitting agency requirements.
  - h) Agency Coordination
  - i) Construction Monitoring and Reporting
  - j) Emergency Project Documentation and Reporting
- 3) Cultural (CEQA and/or NEPA/NHPA)
  - a) Archeological (including construction monitoring)
  - b) Paleontological (including construction monitoring)
  - c) Historical Resources
- 4) Waters/Streambed Permitting (401/404, 1600, etc.)
- 5) Air Quality Analysis (including GHG Emissions and Climate Change Analysis)
- 6) Noise Studies
- 7) Community Impact Assessments/Socio-Economic
- 8) Flood Plain Risk Assessment
- 9) Farm Land Conversion
- 10) Traffic Assessments
- 11) Section 4F Evaluation
- 12) Visual Impact Analysis
- 13) Hazardous Materials/Initial Site Assessments
- 14) Phase II Hazardous Materials Testing
- 15) NPDES Compliance/WQMP Preparation
  - a) Guidance on, Preparation or Review of NPDES Reporting related to the Construction or Industrial General Permits, the City’s MS4 Permit, or other NPDES Permits as required.
  - b) Assistance with inspections, annual compliance review and written assessments of Transportation Department Facilities and/or Operations.

- c) Preparation of Transportation Department Project Specific WQMPs, SWPPPs, Staff Education and Training Materials, and other NPDES documentation as may be required.
  - d) Assistance with Permit interpretation for Transportation Department Projects, Highway Maintenance and Operations.
  - e) Assistance with NPDES training, technical and other regulatory assistance as needed, drafting water quality specifications, creating procedures, or other assistance as required.
- 16) Reclamation Plans for Mining
  - 17) Landscaping/Revegetation/Habitat Restoration
  - 18) Energy Studies
  - 19) Project Management – including, but not limited to, acting as in-house environmental task manager.
  - 20) Extension of Staff- including, but not limited to, acting as in-house support staff to City Departments.
  - 21) Public Outreach- including, but not limited to, developing project informational exhibits for public’s awareness of City projects, organizing special events (public meetings, hearings, groundbreaking), and conducting outreach to project stakeholder.
  - 22) GIS Mapping



**Appendix A –  
Draft Professional Services Agreement**

**AGREEMENT FOR ON CALL ENVIRONMENTAL  
CONSULTING SERVICES BETWEEN THE CITY OF  
CALIMESA AND  
\_\_\_\_\_ (“CONSULTANT”).**

**THIS AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2018 between the City of Calimesa, a California municipal corporation (“City”) and \_\_\_\_\_, a corporation (“Consultant”).

**RECITALS**

A. The City of Calimesa (“City”) has determined that it requires a consultant to provide On Call Environmental Services for City.

B. Consultant represents that Consultant has the necessary education, experience, skills and expertise to provide the type of services needed by City to provide environmental consulting services.

C. The Parties desire to execute this Agreement pursuant to the authority and approval of the City Council.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**1. TERM.**

A. Subject to the terms and conditions set forth in this Agreement, the term of this Agreement shall commence on \_\_\_\_\_, 2018, and shall continue thereafter, through and including June 30, 2020, unless sooner terminated or renewed pursuant to the provisions of this Agreement.

B. Unless the City Manager notifies Consultant not later than thirty (30) days prior to June 30, 2020 of the City’s termination of this Agreement, this Agreement shall renew for an additional one-year term extending from July 1, 2020 to June 30, 2021, provided the City Council approves the additional required funding and unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be renewed for another additional one-year term extending from July 1, 2021 to June 30, 2022, provided the City Council approves the additional required funding and unless sooner terminated in accordance with the provisions of this Agreement. Notice of termination shall be sent in accordance with Section 5 of this Agreement.

**2. SERVICES.**

A. Consultant shall perform the professional services, tasks and duties (collectively “Services”) described and set forth in Exhibit A, Services to be Performed, attached

hereto and incorporated herein as though set forth in full. Consultant shall perform the Services to the full satisfaction of City.

B. Consultant shall acquire and maintain at his sole cost and expense such vehicle(s), equipment and supplies as Consultant requires to conduct the Services required by this Agreement, as set forth below.

C. In performing any and all Services as provided in this Agreement, Consultant shall serve as and shall be an independent contractor of City and not an employee of City. In accepting this engagement, Consultant agrees that he is an independent contractor and not an employee of City.

### **3. PERFORMANCE.**

Consultant shall at all time faithfully, competently and to the best of his ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall forthwith undertake and complete all services under this Agreement in accordance with the terms of Exhibits A and B, attached hereto and incorporated herein by this reference, and all in accordance with Federal, State, and City statutes, regulations, ordinances, and guidelines in effect at the time of performance, and all services shall be performed to the reasonable satisfaction of City.

### **4. PAYMENT.**

A. City shall pay Consultant monthly for Services actually provided, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A (Services to be Performed) and Exhibit B (Payment Rates and Schedule), attached hereto and incorporated herein by this reference as though set forth in full. Payment under this Agreement shall be based upon actual time spent on the Services. The total amount paid to Consultant under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually, plus expenses authorized in accordance with Exhibit B, unless additional payment is approved as provided in this Agreement. Consultant's compensation includes payment of all taxes, insurance and fringe benefits, as well as indirect costs, overhead and profit allowance, vehicles, travel, equipment, materials and supplies, except as otherwise authorized in Exhibit B.

B. Consultant shall not be compensated for any tasks, duties or work rendered in connection with his performance of this Agreement which are in addition to those set forth herein on Exhibit A, unless such additional tasks, duties or work are authorized in advance by the City Council pursuant to an amendment to this Agreement and approved in writing by the City Manager.

C. Consultant shall submit invoices monthly for actual services performed by Consultant. Invoices shall be submitted between the first and fifteenth business day of each month, for Services provided by Consultant in the previous month. Payment shall be made by City as to all non-disputed fees within thirty (30) days of receipt of each invoice. If City disputes any of Consultant's fees, City shall give written notice to Consultant within thirty (30) days of receipt of

an invoice of any disputed fees set forth on the invoice. Notice shall be sent in accordance with Section 12.

D. City shall issue an IRS Form(s) 1099 to Consultant for payment(s) made by City for Services performed by Consultant under this Agreement. City shall not withhold any federal or state payroll and other taxes, or deductions of any kind, from each payment made to Consultant. Consultant is solely responsible for (and City has no obligation with respect to) payment of all federal income taxes, state income taxes, FICA, and other taxes owed by Consultant, or which are claimed to be owed by Consultant, arising out of Consultant's performance of any Services under this Agreement and his receipt of compensation for Services performed hereunder, or by any of Consultant's employees hired by Consultant to assist him in his performance of Services under this Agreement. Consultant shall be responsible for all federal and state income tax consequences arising from this Agreement and the performance of Services under this Agreement, and shall be responsible for all payment of compensation, taxes, insurance and fringe benefits to Contractor's employees. Consultant shall defend, indemnify and hold City harmless from and against, and shall defend City against all losses, damages, claims, costs, penalties, liabilities, and expenses with respect to any such taxes.

## **5. TERMINATION OF AGREEMENT.**

A. Termination by City. City may terminate this Agreement at any time, with or without cause, by giving Consultant at least thirty (30) days' advance written notice of the effective date of termination, unless the Parties otherwise agree in writing. Upon receipt of a notice of termination from the City, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

B. Termination by Consultant. Consultant may terminate this Agreement at any time, with or without cause, by giving City at least thirty (30) days' advance written notice of the effective date of termination, unless the Parties otherwise agree in writing. Upon City's receipt of a notice of termination from Consultant, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise or the Parties agree otherwise in writing.

C. In the event this Agreement is terminated pursuant to this Section 5(A) or (B), City shall pay to Consultant the actual value of the Services performed by Consultant up to the time of termination in accordance with Exhibit B, provided that Consultant has performed the services in accordance with this Agreement. Payment by City of any such Services shall be contingent upon Consultant's service upon City of an invoice to City pursuant to Section 3 for the actual value of Services performed up to the time of termination. In no event shall Consultant receive more than the maximum compensation specified in Section 4(A), above.

## **6. OWNERSHIP OF DOCUMENTS.**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services by City. All such records shall be maintained in accordance with generally accepted accounting principles and shall be

clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or City's designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom and/or copies thereof, as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.

B. Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to City, upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

C. In the event of expiration of this Agreement, or termination pursuant to Section 5, Consultant shall promptly and immediately (and in any event no later than the effective date of such expiration or termination) deliver to City all keys, security access codes, computers, computer disks, supplies, materials, equipment, records and documents (including but not limited to plans, data, studies, surveys, drawings, maps, models, photographs, reports and writings of any kind whatsoever, whether in computer form or hard copy, and whether in draft or final form), related to Consultant's Services obtained or prepared by Consultant in the performance of the Services under this Agreement.

## **7. INDEMNIFICATION.**

A. Indemnification by City. City shall indemnify and hold Consultant harmless, including providing for adequate representation, from and against any and all alleged claims, damages, liabilities, costs and expenses, as well as reasonable attorneys' fees and other legal or other costs and expenses which may be suffered or incurred by Consultant arising from any adverse action taken by the City Council, developers, businesses or property owners against the Consultant as a result of Consultants work related to actions taken by the City, unless such claims, damages, liabilities are a result of Consultant's gross negligence or willful misconduct.

B. Indemnification by Consultant. Consultant shall indemnify, defend and hold City harmless in accordance with the following provisions:

(1) Indemnification for Professional Liability. To the maximum extent permitted by law, Consultant shall indemnify, defend and hold City, and City's elected and appointed officials, officers, employees, agents and volunteers (collectively the "Indemnitees"), free and harmless from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent the same are caused by the negligence, recklessness or willful misconduct of Consultant, or any of Consultant's officers, officials, employees, agents, contractors, or volunteers, in the performance of professional services pursuant to this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such claims with counsel of City's choice. Notwithstanding the foregoing,

Consultant shall not be required to indemnify the City for the City's sole negligence or sole willful misconduct.

(2) Indemnification for Other than Professional Liability. Except for the performance of professional services hereunder, and to the maximum extent permitted by law, Consultant shall defend, indemnify, and hold City, and City's elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnitees"), free and harmless from all liability including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged, or threatened, attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the performance of this Agreement by Consultant, or any of Consultant's officers, officials, employees, agents, contractors, and/or volunteers, and which result in bodily injury, property damage, and personal injury to any individual or entity, including but not limited to the officers, officials, employees, agents, volunteers, and/or contractors, of Consultant. Consultant shall defend the Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice. Notwithstanding the foregoing, Consultant shall not be required to indemnify the City for the City's sole negligence or sole willful misconduct.

(3) Consultant's covenants under this Section 7(B) shall survive the termination or expiration of this Agreement.

C. The indemnification requirements contained in this Section 7(A) and (B) apply regardless of insurance coverage.

## **8. INSURANCE.**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: One million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in aggregate. .

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and designated volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and designated volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or designated volunteers.

2) For any claims related to this project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or designated volunteers shall be in excess of Consultant's insurance and shall not contribute to it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or designated volunteers.

4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) The Consultant's insurance policies required by this Agreement shall contain 30-day notice provisions to Consultant for non-renewal and cancellation except for cancellation due to non-payment of premium in which a 10-day notice to Consultant shall apply.

Consultant shall provide advance written notice to City for any change in insurance specified in this section which would not be provided directly to the City by the insurance carrier.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with certificates of insurance effecting coverage required this Section. The certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf. Upon City's request, Consultant shall provide completed certified copies of all required insurance policies, including endorsements affected coverage required by this Section.

## **9. INDEPENDENT CONTRACTOR.**

A. Consultant is and shall at all times remain as to the City an independent contractor and shall perform all Services under this Agreement as an independent contractor. This Agreement shall not and is not intended to engage Consultant as an agent, servant, or employee of City and shall not nor is it intended to create any employer-employee relationship, partnership, joint venture, or similar association between City and Consultant, or to otherwise create any liability for either party with respect to the indebtedness, liabilities, and obligations of the other party. Neither City nor any of their officers, employees, agents, or volunteers shall have control over the conduct of Consultant except as set forth in this Agreement with respect to the results required under this Agreement. Consultant shall not at any time or in any manner represent that he is in any manner an officer, employee or agent of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against the City, or bind City in any manner. Subject to Consultant's obligations to provide the Services set forth in Exhibit A, attached hereto, to achieve the results set forth therein, and the minimum requirements set forth in this Agreement, Consultant has the sole right and obligation to supervise, manage, operate, control, and direct the performance of all Services required by and performed pursuant to this Agreement.

B. Contractor and his employees shall not be entitled to any health and welfare employee benefits from City, or any other benefits provided by City, including but not limited to, health insurance, accrued vacation or paid leaves of absence, or any other benefits, payments or compensation of any kind that may be provided to any employee of City. Consultant, and his employees, are not employees of City and are not members of the personnel system or classified service of City. As such, Consultant and his employees shall not have any rights or benefits of an employee under the Calimesa Municipal Code, any provision of the Calimesa Personnel Rules and Regulations, or any memorandum of understanding between City and any of City's bargaining units. Except for the fees paid to Consultant as provided in Section 4 of this Agreement, City shall not pay any compensation of any kind to Consultant for performance of any Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.



**10. LEGAL RESPONSIBILITIES.**

Consultant shall keep himself informed of all local, State and Federal ordinances, laws and regulations which in any manner may affect those employed by it or in any way affect the performance of his Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such ordinances, laws and regulations. City, and its officers, employees, agents, and volunteers, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this section.

**11. RELEASE OF INFORMATION.**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant shall not without written authorization from the City Manager or unless requested by the City Council, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**12. NOTICES.**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Calimesa  
908 Park Avenue  
Calimesa, California 92320  
Attention: City Manager

To Consultant:

Consultant Name

Address

Address

Attention:

**13. ASSIGNMENT.**

City is entering into this Agreement with Consultant based on Consultant's specialized expertise, training and knowledge. Consultant shall not assign or delegate the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Consultant shall not retain or permit any of his employees, contractors, subcontractors or consultants to perform any Services required under this Agreement.

**14. NONDISCRIMINATION.**

Consultant shall not discriminate against or harass or retaliate against any person for any reason including but not limited to on the basis of race, color, creed, religion, sex, marital status, national origin, ancestry, age physical or mental handicap, medical condition, sexual orientation, or on any other basis prohibited by law, in the performance of Consultant's Services required by this Agreement, nor shall Consultant retaliate against any person who exercises his/her rights under any federal or state law prohibiting discrimination, harassment and/or retaliation. Consultant covenants and agrees that he shall comply with all ordinances, rules, regulations and policies of City relating to non-discrimination, harassment and retaliation.

**15. LICENSES.**

At all times during the term of this Agreement, Consultant shall have in full force and effect, a City business license and all other licenses required of him by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW.**

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

**17. JURISDICTION AND VENUE.**

Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Calimesa.

**18. CONFLICT OF INTEREST.**

A. Consultant and his employees, shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of providing services to City under this Agreement or that tend to impair independence of judgment or action in the provision of services under this Agreement. Personal interest, as distinguished from financial interest, includes an interest arising from blood or marriage relationships or close business, personal, or political relationships or close

business, personal or political associations. This Section 18 shall not prohibit independent acts or other forms of enterprise during those hours not covered by Consultant's active engagement for City, providing such acts do not constitute a conflict of interest as defined herein.

B. Consultant and his employees shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Consultant's providing services to City under this Agreement.

C. Consultant and any of his employees that are appointed by City to hold a position for City that is designated by state law (Government Code Section 87200) or by City Conflict of Interest Code to disclose economic interests, are responsible for submitting to City Clerk the appropriate Conflict of Interest Statements (Form 700 - Statement of Economic Interests) with 30 days after the commencement of services under this Agreement, annually thereafter, and at the time of termination of this Agreement.

D. No officer, or employee of City shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, Consultant, during his tenure or for one year thereafter. Consultant hereby warrants and represents to City that no officer or employee of City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. Nothing in this Section 18 shall modify Consultant's status as an independent contractor of City.

**19. AMENDMENTS.**

This Agreement may be amended at any time by mutual agreement of City and Consultant. Any amendment shall be in writing and approved by the City Council.

**20. COOPERATION.**

In the event any claim or action is brought against City relating to Consultant's performance of Services under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

**21. WAIVER.**

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**22. SEVERABILITY.**

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it is not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

**23. CONTRACT INTERPRETATION.**

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the drafting party.

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. In the event of a conflict between the provisions of this Agreement and the exhibits hereto, the text of this Agreement shall prevail.

**25. AUTHORITY TO EXECUTE THIS AGREEMENT.**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF CALIMESA**

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Jeff Hewitt  
Mayor

ATTEST:

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Darlene Gerdes,  
City Clerk

**Consultant Name**

Consultant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title:

## **Appendix B - Scope of Services**

## **Scope of Services**

### **A. DESCRIPTION**

Services provided under this contract will be performed on an on-call basis to the CITY for work assignments located throughout the CITY. CONSULTANT will provide technical, administrative, managerial and other types of services in support of CITY operations.

### **B. COORDINATION**

CONSULTANT may be required to coordinate with other involved agencies.

Coordination may include, but will not necessarily be limited to the following:

- Relevant Cities
- CALTRANS
- Regional Water Quality Control Board
- Federal Highway Administration
- Federal and State Resource Agencies
- Various County Agencies
- Native American Tribes

All meetings with outside agencies will be scheduled by CONSULTANT with approval of CITY.

### **C. STANDARDS**

Documents shall be prepared in accordance with current environmental regulations, policies, procedures, manuals and standards including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and/or CITY Standards as appropriate. Guidelines for the technical studies and the environmental document will follow the guidance available as of contract date.

## **Environmental**

The procedures to be followed and the content of the environmental surveys, environmental technical reports, and environmental documents are to be consistent with Federal and State requirements for environmental analysis and impact assessment, as set forth in the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Multi-Species Habitat Conservation Plan (MSHCP), and other applicable Federal and State regulations.

### **D. KEY PERSONNEL**

The CONSULTANT has represented to the CITY that certain key personnel will perform the services and if one or more of such personnel should become unavailable, CONSULTANT may substitute other personnel of at least equal competence only after prior written approval by the PLANNING MANAGER has been secured. The key personnel for performance on this contract is:

Kelly Lucia – Planning Manager

## **PROJECT ADMINISTRATION**

### **A. PROJECT MANAGEMENT**

The PLANNING MANAGER will maintain ongoing liaison with the CITY MANAGER and other effected agencies to promote effective coordination during the course of working on assignment.

### **B. COST ACCOUNTING**

The CONSULTANT will prepare monthly reports of expenditures for each on-call assignment. Expenditures include direct labor costs, other direct costs and subconsultant



costs. These reports will be included as supporting data for invoices presented to the CITY every month.

### **C. SCHEDULING**

Schedules will be prepared for each specific assignment.

## **SCOPE OF WORK**

The scope of work for this contract is to provide environmental consulting services on an on-call basis to the CITY for work assignments throughout the CITY. The City of Calimesa Planning Department will administer the contract however services can be utilized by other CITY departments through coordination with the CITY MANAGER. Services will be performed at the request of the CITY MANAGER. CONSULTANT and/or CITY shall prepare a written scope of work and schedule for each TASK ORDER. CONSULTANT and CITY shall negotiate and establish a budget that is consistent with the scope of work and the CONSULTANT 's billing rates as provided in Appendix C. Each TASK ORDER shall be memorialized in writing and approved by the Planning Manager and by the CITY MANAGER or authorized designees. The yearly sum of the authorized budget for CONSULTANT'S TASK ORDERS shall not exceed the maximum annual amount as defined in Appendix D.

The CONSULTANT may be required to provide environmental on-call services that include but are not limited to the following:

### **A. ENVIRONMENTAL WORK PRODUCTS**

- Preparation of CEQA/NEPA documents
- Categorical Exemptions/ Categorical Exclusions
- Initial Study/Environmental Assessments
- Preliminary Environmental Assessments (PES)

Preliminary Environmental Analysis Report (PEAR)

Environmental Impact Reports/Environmental Impact Statements

**Biological**

- General Biological – including habitat assessments
- Focused Surveys
- MSHCP Surveys and Compliance
- Wetlands and Jurisdictional Waters Delineations
- Biological Assessments/State and Federal Endangered Species Act Compliance
- Natural Environmental Studies
- Mitigation Plans
  - Preparation of Habitat Mitigation and Monitoring Plan.
  - Mitigation site development meeting regulatory permitting agency requirements.
- Agency Coordination
- Construction Monitoring Documentation and Reporting
- Emergency Project Documentation and Reporting

**Cultural**

- CEQA and/or NEPA/NHPA – Section 106
- Historic Property Survey Reports
- Archeological Survey Reports
- Historical Resources Evaluation Report
- HABS/HAER
- Bridge Evaluations
- Extended Phase I

- Archaeological Evaluation Report (Phase II)
- Data Recovery Plan (Phase III)
- Construction Monitoring Documentation and Reporting

### **Paleontological**

- Paleontological - Paleontological Identification Report (PIR)
- Paleontological Evaluation Report (PER)
- Paleontological Mitigation Plan (PMP)
- Paleontological Mitigation Report (PMR)
- Paleontological Stewardship Summary (PSS)
- Construction Monitoring Documentation and Reporting

Waters/Streambed Permitting (401/404, 1602, etc.)

Air Quality Study, Conformity and Greenhouse Gas Analysis

### **Noise Studies**

### **Community Impact Assessments/Socio-Economic**

### **Location Hydraulics Study/Summary Floodplain Encroachment Report Farm Land Conversion**

### **Traffic Assessments**

### **Section 4F Evaluation Visual Impact Assessment**

### **Hazardous Materials/Initial Site Assessments**

### **NPDES Compliance Services for Transportation Projects and/or Operations**

- Guidance on, Preparation or Review of NPDES Reporting related to the Construction or Industrial General Permits, any or all of the City's MS4 Permit, or other NPDES Permits as required.
- Assistance with inspections, annual compliance review and written assessments of Transportation Department Facilities and/or Operations.

- Preparation of Transportation Department Project Specific WQMPs, SWPPPs, Staff Education and Training Materials, and other NPDES documentation as may be required.
- Assistance with Permit interpretation for Transportation Department Projects, Highway Maintenance and Operations.
- Assistance with NPDES training, technical and other regulatory assistance as needed, drafting water quality specifications, creating procedures, or other assistance as required.

### **Reclamation Plans for Mining Operations**

### **Landscaping/Revegetation/Habitat Restoration**

### **Energy Study**

**Project Management** – including, but not limited to, acting as in house environmental task manger

**Extension of Staff**- including, but not limited to, acting as in-house support staff to City Departments

**Public Outreach**- including, but not limited to, developing project informational exhibits for public's awareness of City projects, organizing special events (public meetings, hearings, groundbreaking), and conducting outreach to project stakeholder.

### **GIS Mapping**

## **Appendix C – Schedule of Services**

## Schedule of Services

### INTRODUCTION

CONSULTANT shall perform the covenants set forth in Appendix A, Scope of Services in accordance with the performance requirements of Article V of this contract and with the following Schedule of Services. All Covenants set forth in this contract shall be completed by June 30, 2020, unless extended by a supplemental agreement. Extensions, if granted, shall be made in 1 year increments up to a total of two years with the City Manager’s authorization. If the approval date of this contract precedes June 30, 2021, the duration from the date of contract to June 30, 2022 shall be considered the first year of the agreement. Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned.

Contract expiration time frames for issuance of work authorizations:

Contract	Contract Execution Date to June 30, 2020	Requires Council Authorization
Supplement 1	July 1, 2020 to June 30, 2021	Requires City Manager Authorization
Supplement 2	July 1, 2021 To June 30, 2022	Requires City Manager Authorization

Deliverables schedules will be prepared for each specific Task Order that CONSULTANT is assigned.

## **Appendix D – Budget**

## **Budget**

Satisfactory performance and completion of the services under this contract shall be compensated based upon the Fee Schedule outlined below and based on a negotiated budget for each specific TASK ORDER. CITY will compensate CONSULTANT for hours worked by CONSULTANT'S staff in performance of the work in accordance with the attached Fee Schedule. Actual costs for a TASK ORDER shall not exceed the estimated costs. If actual costs exceed the estimated costs, a new separate TASK ORDER and associated fee must be authorized for the additional services. The sum of the TASK ORDERS authorized during each year shall not exceed the maximum annual amount.

### **ELEMENTS OF COMPENSATION**

Compensation for the Services will be comprised of the following elements: DIRECT LABOR COSTS, OTHER DIRECT COSTS and OUTSIDE SERVICES.

#### **A. DIRECT LABOR COSTS**

Direct Labor costs shall be paid in an amount equal to the billing rates provided in BILLING RATES. CONSULTANT shall obtain prior written authorization from CITY MANAGER on billing rates for staff positions not listed in BILLING RATES.

#### **B. OTHER DIRECT EXPENSES**

Additional Direct Costs, directly identifiable to the performance of the services of this contract, shall be reimbursed at the rates defined in each TASK ORDER, or at actual invoiced cost. Travel by air and travel in excess of 100 miles from CONSULTANT'S office nearest to CITY's office must have CITY's prior written approval to be reimbursed under this Contract.

#### **C. OUTSIDE SERVICES**



Outside services shall be paid in accordance with the negotiated cost proposal for each TASK ORDER.

### **INVOICING**

CONSULTANT shall submit invoices in accordance with the Environmental On-Call Services Contract COMPENSATION and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the CITY MANAGER
2. Billings for direct labor, other direct expenses and outside services shall be included in CONSULTANT'S monthly invoice submittals and shall be in conformance with the CITY Environmental On-Call Services Invoicing Procedures.
3. The charges for each individual assigned under this Contract shall be listed separately.
4. Charges of \$500.00 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation such as invoices, telephone logs, etc. CONSULTANT is not required to submit substantiating documentation for charges (of any one item) below \$500.00. However, CONSULTANT shall retain such documentation ready to present if required by project audits.
5. Each invoice shall bear a certification signed by the CONSULTING CONTRACT MANAGER or an officer of the firm, which reads as follows:

*I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates, worked and paid, to the employees listed.*

### **PAYMENT**

Progress payments shall be made in accordance with the Environmental Services Contract.

### **COMPENSATION**

The total annual amount of services to be performed under this contract is not to exceed

\$X0,000 unless approved in writing by CITY.

**Annual Budget Amounts**

<b>Year</b>	<b>Amount</b>
Contract Execution Date to June 30, 2019	\$?0,000
July 1, 2019 to June 30, 2020	\$?0,000
July 1, 2020 to June 30, 2021	\$?0,000 Requires City Manager Approval
July 1, 2021 to June 30, 2022	\$?0,000 Requires City Manager Approval

**BILLING RATES**

Billing Rates given below are subject to the following:

**A. BILLING RATES**

Billing Rates shown herein are in effect for three years following the effective date of the contract. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify CITY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the Planning Manager, or his designee.

## **Appendix E - Billing Rates**

